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10 Attorneys for Defendant  
11 AMERICAN AIRLINES, INC.

12  
13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION

16 EDWARD E. ANDERSON,

17 Plaintiff,

18 v.

19 AMR The parent of AMERICAN  
20 AIRLINES INC, AMERICAN AIRLINES,  
21 and DOES 1 through 5 INCLUSIVE,

22 Defendants.

Case No.

(San Francisco Superior Court Case No.  
CGC07-459441)

**NOTICE TO FEDERAL COURT OF  
REMOVAL OF CIVIL ACTION FROM  
STATE COURT PURSUANT TO 28 U.S.C.  
SECTIONS 28 U.S.C. SECTIONS  
1332(A)(2); 1441; AND 1446**

Diversity Jurisdiction

Complaint Filed: January 9, 2007

WHA

3527

LITTLER MENDELSON  
A PROFESSIONAL CORPORATION  
2520 VENTURE OAKS WAY  
SUITE 390  
SACRAMENTO, CA 95833.4227  
TEL 916.561.5300

FIRMWIDE: 82648709.1 009001.1303

NOTICE TO FEDERAL COURT OF REMOVAL OF CIVIL ACTION

1 TO THE CLERK OF THE ABOVE TITLED COURT AND PLAINTIFF EDWARD E.  
2 ANDERSON:

3 PLEASE TAKE NOTICE that Defendant AMERICAN AIRLINES, INC. (hereinafter  
4 "Defendant") hereby effects the removal of the this action from the Superior Court in the State of  
5 California for the County of San Francisco to the United States District Court for the Northern  
6 District of California.

7 **STATEMENT FOR GROUNDS OF REMOVAL**

8 1. Removal is based on 28 U.S.C. sections 1332(a)(2) (diversity of the parties), 1441(b),  
9 and 1446 on the following grounds:

10 **STATEMENT OF JURISDICTION [LOCAL RULE 3-5(a)]**

11 2. This Court has original jurisdiction under 28 U.S.C. section 1332(a)(2), and this case  
12 may be removed pursuant to the provisions of 28 U.S.C. section 1441(a), in that it is a civil action  
13 wherein the amount in controversy for the named plaintiff exceeds the sum of seventy five thousand  
14 dollars (\$75,000.00), exclusive of interest and costs, and it is between "citizens of a State and  
15 citizens or subjects of a foreign state." As set forth below, this case meets all of Section 1332's  
16 requirements for removal and is timely and properly removed by the filing of this Notice.

17 **Diversity Jurisdiction**

18 3. 28 U.S.C. 1332(a) provides as follows:

19 The district court shall have original jurisdiction of all civil actions where the  
20 matter in controversy exceeds the sum or value of \$75,000, exclusive of interest  
21 and costs, and is between –

22 (2) citizens of a State and citizens or subjects of a foreign state...

23 4. This action is a civil action of which this Court has original jurisdiction under 28  
24 U.S.C. Section 1332(a)(2) and one that may be removed to the Court by Defendant pursuant to 28  
25 U.S.C. Sections 1441(a) and 1446, in that it is a civil action between citizens of two different states  
26 and the amount in controversy exceeds \$75,000, exclusive of interest and costs, as demonstrated by  
27 the following:

28 ///

- 1 a) Plaintiff alleges that he currently works, and has worked since 1976, at the San  
2 Francisco Airport in San Francisco, California. Complaint ¶¶ 3-4. Plaintiff's last  
3 known residence address is located in San Leandro, California. *See* Declaration of  
4 Diane Dildy ("Dildy Decl.") ¶ 8. Further, Defendant is informed and believes, and on  
5 that basis alleges, that Plaintiff currently resides in San Leandro, California. Plaintiff,  
6 therefore, is a citizen of the State of California. *See* 28 U.S.C. § 1332(a)(1) [an  
7 individual is a citizen of the state in which he or she is domiciled]; State Farm Mut.  
8 Auto. Ins. Co. v. Dyer, 19 F.3d 514, 520 (10th Cir. 1994) [residence is *prima facie*  
9 evidence of domicile for purposes of determining citizenship];
- 10 b) Defendant American Airlines, Inc. was, at the time of filing this action, and still is, a  
11 corporation incorporated under the laws of Delaware having a principal place of  
12 business in Fort Worth, Texas. *See* Dildy Decl. ¶ 2. American Airlines, Inc.  
13 maintains its corporate headquarters in Fort Worth, Texas, where its executive offices  
14 as well as its Training Department, Medical Department, Flight Department, Flight  
15 Service Department, Legal Department, Human Resources, and administrative offices  
16 are located. *Id.* ¶ 6. Additionally, the state in which most of the corporation's  
17 physical operations and business activities are located is Texas, where it employs  
18 22,441 employees who are directly involved in the airline's operations, maintains a  
19 large Reservations Center, owns or leases 8.4 million square feet of real estate, and  
20 departs the largest number of estimated annual flight departures (a total of 216,204  
21 departures in the most recent calendar year 2006). *Id.* ¶¶ 2-5.

22 The state with the corporation's next largest concentration of physical  
23 operations and business activities is Florida, where it employs 8,847 operations  
24 employees, owns or leases over 3.25 million square feet of real estate, and departs the  
25 second highest number of estimated flight departures on an annual basis (104,784  
26 departures in 2006). *Id.* The state in which the corporation's third largest  
27 concentration of physical operations and business activities is Illinois, where it  
28 employs 7,898 employees involved in operations, owns or leases over 6.35 million

square feet of real estate, and departs the third highest number of estimated flights on an annual basis, with 89,280 departures in 2006. *Id.*

By comparison, American Airlines, Inc.'s California operations and business activities are considerably smaller, where it employs 7,149 employees, owns or leases slightly over 2.82 million square feet of space, and departs far fewer estimated flights on an annual basis (74,904 departures in 2006). *Id.* As a result, American Airlines, Inc.'s California operations are greatly outweighed by its operations in Texas, as well as in Florida and Illinois, thereby establishing that the corporation's principal place of business is outside the state of California. Tosco Corp. v. Communities for a Better Environment, 236 F.3d 495, 497 (9th Cir. 2001) [state where most of the corporation's physical operations and business activities are located is its principal place of business]; Scot Typewriter Co. v. Underwood Corp., 170 F.Supp. 862 (S.D. N.Y. 1959) [location of corporation's executive and administrative functions is corporation's "nerve center" and principal place of business]. American Airlines, Inc., therefore, is not a citizen of the state in which this action is pending and is, in fact, a citizen of a foreign state;

- c) Defendant AMR Corporation (which has not yet been served with the Complaint in this action) was, at the time of filing this action, and still is, a corporation incorporated under the laws of Delaware having a principal place of business in Fort Worth, Texas. *See* Dildy Decl. ¶ 7. Defendant AMR Corporation has no employees, and its entire operations are located and conducted in Fort Worth, Texas, which is its principal place of business for purposes of removal of this action. *Id.*
- d) The Complaint names as defendants "Does 1 through 25, inclusive." Pursuant to 28 U.S.C. Section 1441(a), the citizenship of defendants sued under fictitious names must be disregarded for the purpose of determining diversity jurisdiction; and
- e) Although Defendant denies it can or should be liable for the damages alleged in this case, based on allegations in the Complaint, Plaintiff's claimed damages at issue in this action are well in excess of this Court's jurisdictional minimum, Lockett v. Delta

1 Airlines, Inc., 171 F.3d 295, 298 (5th Cir. 1999) (facts presented in notice of removal,  
2 combined with plaintiff's allegations, sufficient to support finding that jurisdictional  
3 limits satisfied), calculated as follows:

- 4 i. Plaintiff asserts a cause of action for injunctive relief and damages based  
5 upon Defendant forcing him to quit his employment. *See* Complaint, ¶¶ 7-  
6 10. As a result of the harm he alleges he suffered, Plaintiff seeks damages  
7 of "not less than \$25,000." *See* Complaint, ¶ 10.
- 8 ii. Plaintiff also asserts a cause of action for intentional infliction of  
9 emotional distress, which he alleges he suffered as a result of Defendant's  
10 conduct. *See* Complaint, ¶¶ 17-20. As a result of the harm he alleges he  
11 suffered, Plaintiff seeks exemplary damages "in the sum of \$50,000." *See*  
12 Complaint, ¶ 20.
- 13 iii. In addition to the exemplary damages he seeks as a result of the emotional  
14 harm he suffered, Plaintiff seeks compensatory damages from Defendant.  
15 *See* Complaint, p. 8, Prayer for Relief. Although Plaintiff's Complaint is  
16 silent with regard to the amount of compensatory damages he seeks by  
17 virtue of his claims of emotional distress, such damages nonetheless  
18 further augment the foregoing amounts and demonstrate the jurisdictional  
19 prerequisite for removal of this action is met. Lockett v. Delta Airlines,  
20 Inc., *supra*, 171 F3d at 298 [plaintiff's claims for pain and suffering and  
21 humiliation properly may be factored into the jurisdictional analysis for  
22 purposes of removal].
- 23 iv. In addition to the foregoing causes of action and damage amounts,  
24 Plaintiff asserts an additional claim for Defendant's purported violation of  
25 California's Fair Employment and Housing Act. *See* Complaint, ¶ 11-13.  
26 Although Plaintiff does not state a specific dollar amount of damages he  
27 seeks as a result of this cause of action, Plaintiff requests in his prayer for  
28 relief lost earnings since August 15, 2005, when Defendant allegedly

1 began its campaign to force him to quit his employment. Such damages,  
 2 in addition to the more than \$75,000 Plaintiff seeks by way of his  
 3 Complaint, make it clear that the amount in controversy exceeds the  
 4 \$75,000 jurisdictional amount required for removal.

5 Accordingly, because this action is a civil action between citizens of two different states, and  
 6 the preponderance of evidence indicates the amount in controversy exceeds \$75,000 (exclusive of  
 7 interest and costs), removal is appropriate pursuant to 28 U.S.C. § 1332(a).

8 **INTRADISTRICT ASSIGNMENT [LOCAL RULE 3-5(b)]**

9 5. Plaintiff alleges that he currently works, and has worked since 1976, at the San  
 10 Francisco Airport in San Francisco, California. Complaint ¶¶ 3-4. Plaintiff further alleges that all of  
 11 the events giving rise to his Complaint in this action occurred at the San Francisco Airport in San  
 12 Francisco, California. *Id.* Accordingly, Defendant is informed and believes, and on that basis  
 13 alleges, that all or a substantial part of the events or omissions which give rise to the claims alleged  
 14 in this action occurred in the County of San Francisco. Defendant, therefore, believes assignment of  
 15 this action to the San Francisco Division is appropriate.

16 **PLEADINGS, PROCESS AND ORDERS**

17 6. On or about January 9, 2007, Plaintiff Edward E. Anderson ("Plaintiff") filed an  
 18 original complaint in the Superior Court of the State of California in and for the County of San  
 19 Francisco, entitled *Edward E. Anderson v. AMR the parent of American Airlines Inc, American*  
 20 *Airlines, and Does 1-5*, case number CGC07-459441 (hereinafter "the Complaint"). Plaintiff is a  
 21 current employee of Defendant American Airlines.

22 7. Plaintiff's Complaint asserts four (4) causes of action for (1) injunctive relief and  
 23 damages; (2) violation of California Fair Employment and Housing Act (discrimination); (3)  
 24 negligent infliction of emotional distress; and (4) intentional infliction of emotional distress.

25 8. A copy of the Complaint, Summons, Notice to Plaintiff, Alternative Dispute  
 26 Resolution (ADR) Information Package and blank Case Management Statement was delivered to  
 27 Defendant American Airlines, Inc.'s Agent for Service of Process, CT Corporation System, on or  
 28 about June 8, 2007. True and correct copies of the Complaint, Summons, Notice to Plaintiff,



1 Alternative Dispute Resolution (ADR) Information Package and blank Case Management Statement  
2 are attached hereto, collectively, as Exhibit A.

3 9. Attached hereto and incorporated herein by reference as Exhibit B is a true and  
4 correct copy of Defendant American Airlines, Inc.'s Answer to Plaintiff's Complaint, filed on or  
5 about July 5, 2007.

6 10. Defendant is informed and believes that, with the exception of a hearing on the  
7 Superior Court's Order to Show Cause regarding Plaintiff's failure to file adequate Proof of Service  
8 of the Complaint, no further proceedings have been heard in the Superior Court for the County of  
9 San Francisco. A true and correct copy of the Register of Actions from the Superior Court for the  
10 County of San Francisco is attached hereto as Exhibit C.

#### 11 TIMELINESS OF REMOVAL

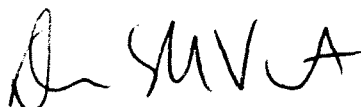
12 11. This Notice of Removal is timely in that it has been filed within thirty (30) days of  
13 Defendant American Airlines, Inc.'s first receipt of the Summons and Complaint, on or about June  
14 8, 2007, and within one year of the filing of the Complaint on January 9, 2007.

#### 15 NOTICE TO PLAINTIFF

16 12. Contemporaneously with the filing of this Notice of Removal in the United States  
17 District Court for the Northern District of California, written notice of such filing will be served on  
18 Plaintiff. In addition, a copy of the Notice of Removal will be filed with the Clerk of the Court for  
19 the Superior Court of the County of San Francisco, California.

20 WHEREFORE, having provided notice as is required by law, the above-entitled action  
21 should be removed from the Superior Court for the County of San Francisco to this Court.

22 Dated: July 5, 2007

23   
24 \_\_\_\_\_  
25 KENNETH R. O'BRIEN  
26 DENISE M. VISCONTI  
27 LITTLER MENDELSON  
28 A Professional Corporation  
Attorneys for Defendant  
AMERICAN AIRLINES, INC.

**EXHIBIT A**



**CT CORPORATION**  
A WoltersKluwer Company

**Service of Process  
Transmittal**

06/08/2007

Log Number 512297018

**TO:** Emma Bolterman  
American Airlines, Inc.  
4333 Amon Carter Blvd.  
Fort Worth, TX, 76155

**RE:** Process Served in California

**FOR:** American Airlines, Inc. (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Edward E. Anderson, Pltf. vs. AMR, etc., et al. including American Airlines, Dft. // To: American Airlines, Inc.

**DOCUMENT(S) SERVED:** Summons, Complaint, Notice, Notice to Pltf., Stipulation form(s), Case Management Statement form(s), Attachment(s)

**COURT/AGENCY:** San Francisco County, San Francisco, Superior Court of California, CA  
Case # CGC07459441

**NATURE OF ACTION:** Employee Litigation - Discrimination - Racial

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 06/08/2007 at 09:40

**APPEARANCE OR ANSWER DUE:** Within 30 days after service - file written response // 6/8/2007 at 9:00 a.m. - Case Management Conference

**ATTORNEY(S) / SENDER(S):** Edward E. Anderson, in Pro Per  
801 Galway Dr., #9  
San Leandro, CA, 94580  
510-825-2549

**REMARKS:** Even though Complaint names Dft. as American Airlines, Summons commands service on American Airlines, Inc.

**ACTION ITEMS:** Telephone, Emma Bolterman, 817-967-2868  
Left full information on Emma Bolterman's voicemail  
SOP Papers with Transmittal, via Fed Ex Standard Overnight, 798192705871  
Email Notification, Kelly Tremaine-Kacprowski Kelly.Tremaine-Kacprowski@aa.com  
CC Recipient(s)  
Charles D Marlett, Corporate Secretary, via Regular Mail

**SIGNED:** C T Corporation System  
**PER:** Dianne Christman  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA, 90017  
**TELEPHONE:** 213-337-4615

**RECEIVED**

JUN 12 2007

**RANDALL J. WHITE**

Date Received: JUN 11 2007

Sent to: Randall J. White

Sent by: [Signature]

Attached please find documents that we received in our office today via our registered agent, The CT Corporation System. We are forwarding the above to you for handling in accordance with the procedures established by our departments. If you have any questions, please feel free to contact me at ICS 931-5355 or MD 5555 in HDQ1.

Page 1 of 1 / JK

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of the package only, not of its contents.

6/8/07

P:40 AM

SUM-100

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

AMR The parent of AMERICAN AIRLINES INC, AMERICAN AIRLINES, and DOES 1 through 5 INCLUSIVE.

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

EDWARD E. ANDERSON

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.*

The name and address of the court is:  
(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, SAN FRANCISCO  
400 McAllister Street  
SAN FRANCISCO, CA 94102

CASE NUMBER  
(Número del Caso):

00C07 - 459441

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
EDWARD E. ANDERSON 510-825-2549

801 GALWAY DR #9 SAN LEANDRO, CA 94580

DATE: JAN 9 2007  
(Fecha)

GORDON PARK-LI  
Clerk, by  
(Secretario)

CRISTINA E. BAUTISTA, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

### NOTICE TO THE PERSON SERVED: You are served

(SEAL)

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): American Airlines, Inc.

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

Page 1 of 1

JAN 8 2007

2007  
GORDON PARK-LI, Clerk  
BY: CRISTINA E. BAUTISTA  
Deputy Clerk  
CASE MANAGEMENT CONFERENCE SET

JUN 08 2007 - 9<sup>00</sup>AM

**DEPARTMENT 212**

EDWARD E. ANDERSON,  
Plaintiff,

vs.

AMR The parent of AMERICAN

AIRLINES INC, AMERICAN

AIRLINES, and DOES 1 through 5

INCLUSIVE.

Defendants

Case 06-07-45941  
COMPLAINT FOR EQUITABLE RELIEF  
DAMAGES, VIOLATION OF  
CALIFORNIA FAIR EMPLOYMENT AND  
HOUSING ACT AND NEGLIGENCE AND  
INTENTIONAL EMOTIONAL DISTRESS  
(unlimited jurisdiction)

## Parties

1. Plaintiff EDWARD E. ANDERSON, an individual, hereby complains that Defendants, AMR the parent of AMERICAN AIRLINES Inc., AMERICAN AIRLINES, hereinafter sometimes referred to as AMR and AA, respectively, and Does I through V, and each of them, allege the following causes of action against each of them.

## Jurisdiction

5. Defendants have already suffered sanctions in a related action regarding "AA's" employment practices. On or about August 15, 2005, the Defendants instituted new practices in the way bags are checked. Originally, the passengers were not charged to check their bags under the new system they are now charged two dollars per bag. Previously when the skycaps helped a passenger with their bags they usually received tips. One of

1 the effects of the new system is that skycaps are assigned to a  
2 certain location. The location given a skycap is very  
3 important. If the location assigned to a skycap contains a  
4 broken machine or is in an area with less access to passengers,  
5 his ability to receive tips is at best, limited, or he is not  
6 able to check bags at all. Without the ability to check bags,  
7 the skycap does not obtain any tips. Under the new system, tips  
8 have been reduced.

9 6. The Defendants have been able to eliminate all but a few  
10 of the Skycaps in San Francisco and in Chicago; the remainder of  
11 the jobs have been outsourced. Since August 2005, defendants  
12 and their employees have embarked on a campaign to eliminate  
13 Plaintiff's job.

14 First Cause of Action

15 (Injunctive relief and damages)

16  
17 7. Plaintiff incorporates herein by reference all of the  
18 allegations in paragraphs 1 through 6, as though fully set forth  
19 herein.

20 8. The Defendants and their employees have embarked on a  
21 course of action to remove Plaintiff from employment at "AA."  
22 As part of defendants plan to replace Mr. Anderson, and despite  
23 plaintiff's seniority, on or before August 15, 2005, defendants  
24 have given Mr. Anderson less desirable hours. While it was  
25 possible to give him a six-hour shift, he was scheduled to four-

1 hour shifts and assigned to less desirable locations. Unlike  
2 other "AA" employees, Plaintiff is not allowed to move to other  
3 cities. Plaintiff, a seventy-three year old black man, alleges  
4 that the actions of Defendants are calculated to force Plaintiff  
5 to quit, and that plaintiff's age and race are factors in the  
6 action against plaintiff.

7 9. Plaintiff filed a claim with the California Department  
8 of Fair Employment and Housing and received a right to sue  
9 letter under the California Government Code section 12965 et  
10 seq., a copy of the letter is attached as exhibit "A" to this  
11 complaint and incorporated by this reference.

12 10. Plaintiff has no adequate remedy at law therefore,  
13 requests this court enjoin Defendants from its discriminatory  
14 conduct against Plaintiff. In addition to this injunction,  
15 plaintiff requests damages in accordance with proof but not less  
16 than \$25,000.

17 WHEREFORE, plaintiff prays for judgment against  
18 defendants as hereinafter set forth.

19 Second Cause of Action

20 (Violation of California Fair Employment and Housing Act)  
21

22 11. Plaintiff incorporates herein by reference all of the  
23 allegations in paragraphs 1 through 9, as though fully set forth  
24 herein.  
25

1        12.    The California Government Code section 12940 et seq.  
2 requires defendants to treat employees fairly with regard to  
3 their employment. It prohibits discrimination against employees  
4 on the basis of race and age and in violation of their civil  
5 rights. Plaintiff, a 73-year-old black man, was treated  
6 unfairly by giving him less desirable hours and assignments, as  
7 alleged above. Plaintiff alleges that defendant took actions  
8 alleged in this matter to retaliate against Plaintiff who spoke  
9 up for himself and for others, and thereby force plaintiff to  
10 quit. Defendants' actions caused a reduction in Plaintiff's  
11 income. Plaintiff has been forced to take this action to  
12 protect his rights. California Government Code Section 12965  
13 (b) provides for plaintiff to recover attorney fees if forced to  
14 sue under these circumstances.

15        13. As a result of Defendants' actions, plaintiff has been  
16 damaged in an amount that will be requested in accordance with  
17 proof. In addition to the damages listed herein, the Plaintiff  
18 is also entitled to attorney fees.

19        WHEREFORE, plaintiff prays for judgment against defendants  
20 as hereinafter set forth.

21        ////  
22  
23  
24  
25



1                                    Third Cause of Action

2                                    (Negligence Infliction of Emotional Distress)

3  
4            14. Plaintiff incorporates herein by reference all of the  
5 allegations in paragraphs 1 through 9 paragraph 12 as though  
6 fully set forth herein.

7            15. Defendants knew or should have known, with the  
8 exercise of reasonable care that the acts and conduct described  
9 above in paragraphs 5-6, 8-9 and 12 would cause serious  
10 emotional distress to plaintiff. Defendants' either had the  
11 knowledge or should have had the knowledge that said actions  
12 would caused plaintiff severe emotional distress.

13           16. As a proximate result of the actions of defendants,  
14 plaintiff has suffered and continues to suffer humiliation,  
15 anxiety, and severe emotional distress in a sum according to  
16 proof.

17  
18                                   Fourth Cause of Action

19                                   (Intentional Infliction of Emotional Distress)

20  
21           17. Plaintiff incorporates herein by reference all of the  
22 allegations in paragraphs 1 through 9 paragraphs 12, 15 as  
23 though fully set forth herein.

24           18. Defendants' actions constitute harassment calculated  
25 to force Plaintiff to quit. Such action has caused Plaintiff to

1 suffer emotional distress. Defendants have engaged in extreme  
2 and outrageous conduct with either the deliberate intent to  
3 cause and /or with reckless disregard for the likelihood of its  
4 causing severe emotional distress to plaintiff.

5 19. Said conduct, in fact, proximately caused, and  
6 continues to proximately cause plaintiff severe emotion distress  
7 leading to his damages as herein alleged.

8 20. Plaintiff alleges that the acts described herein,  
9 including, but not limited to cutting Plaintiffs shifts, giving  
10 him less desirable locations, and allowing other employees who  
11 have less seniority than Plaintiff to have more desirable  
12 location and working conditions were done maliciously and  
13 intentionally and in conscious disregard of <sup>his</sup> ~~the~~ rights to injure  
14 plaintiff and plaintiff is entitled to exemplary damages in the  
15 sum of \$50,000.00.

16 PRAYER FOR RELIEF

17 WHEREFORE, Plaintiff prays judgment as follows:

18 1. For an order-requiring defendant to cease the  
19 conduct calculated to discriminate against plaintiff. This was  
20 done by placing him at location with less traffic and machines  
21 that were not in full repair, and giving other workers better  
22 hours.

23 2. For damages that occurred because of defendant  
24 violation of California law including lost earnings in  
25 accordance with proof.

1 3. For reasonable attorney as allowed under  
2 California law.

3 4. For negligence infliction of emotional distress in  
4 accordance with proof.

20. 5 5. For intentional infliction of emotion distress in  
6 accordance with proof.

7 6. For punitive damages in the sum of \$50,000.00

8 7. For costs of suit.

9 8. For such other relief that seems just and proper  
10 to the court.

11  
12 Dated:

Respectfully submitted,

13 By Edward E. Anderson  
14 Edward E. Anderson  
15 In Pro Per  
16  
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STATE OF CALIFORNIA - State and Consumer Services Agency

ARNOLD SCHWARZENEGGER, Governor

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

(SEE ADDRESS CHECKED BELOW)



Date: January 25, 2006

TTY # (800) 700-2320

Case Name: EDWARD ANDERSON vs.  
AMERICAN AIRLINES
☐ 1001 Tower Way, Suite 250  
H Bakersfield, CA 93309  
(661) 395-2729

EEOC No: 550-2006-00113

☐ 1320 E. Shaw Avenue, Suite 150  
C Fresno, CA 93710  
(559) 244-4780
**NOTICE TO COMPLAINANT AND RESPONDENT**
☐ 611 West Sixth Street, Suite 1500  
S/T Los Angeles, CA 90017  
(213) 439-6799

This is to advise you that the above-referenced complaint is being referred to the California Department of Fair Employment and Housing (DFEH) by the U.S. Equal Employment Opportunity Commission (EEOC). The complaint will be filed in accordance with California Government Code section 12960. This notice constitutes service pursuant to Government Code section 12962.

☐ 1515 Clay Street, Suite 701  
M Oakland, CA 94612  
(510) 622-2941

**No response to the DFEH is required by the respondent.**

☐ 2000 "O" Street, Suite 120  
E Sacramento, CA 95814  
(916) 445-5523

The EEOC will be responsible for the processing of this complaint. DFEH will not be conducting an investigation into this matter. EEOC should be contacted directly for any discussion of the charge. DFEH is closing its case on the basis of "processing waived to another agency."

☐ 1350 Front Street, Suite 3005  
D San Diego, CA 92101  
(619) 645-2681
**NOTICE TO COMPLAINANT OF RIGHT-TO-SUE**
☒ San Francisco District Office  
A 1515 Clay Street, Suite 701  
Oakland, CA 94612  
(510) 622-2973

Since DFEH will not be issuing an accusation, this letter is also your right-to-sue notice. According to Government Code section 12965, subdivision (b), you may bring a civil action under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The lawsuit may be filed in a State of California Superior or Justice Court. Government Code section 12965, subdivision (b), provides that such a civil action must be brought within one year from the date of this notice. Pursuant to Government Code section 12965, subdivision (d)(1), this one-year period will be tolled during the pendency of the EEOC's investigation of your complaint. You should consult an attorney to determine with accuracy the date by which a civil action must be filed. This right to file a civil action may be waived in the event a settlement agreement is signed. Questions about the right to file under federal law should be referred to the EEOC.

☐ 111 North Market Street, Suite 810  
G San Jose, CA 95113  
(408) 277-1277

☐ 2101 East Fourth Street, Suite 255-B  
K Santa Ana, CA 92705  
(714) 558-4266

The DFEH does not retain case records beyond three years after a complaint is filed.

**Remember: This Right-To-Sue Notice allows you to file a private lawsuit in State court.**

Sincerely,

*Wanda J. Kirby*  
WANDA J. KIRBY  
Chief Deputy Director

CASE NUMBER: CGC-07-459441 EDWARD E ANDERSON VS. AMR THE PARENT OF AMER

**NOTICE TO PLAINTIFF**

A Case Management Conference is set for

**DATE: JUN-08-2007**

**TIME: 9:00AM**

**PLACE: Department 212  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 212 (g)(1) requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference.

However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 212 twenty-five (25) days before the case management

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state.

**ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS**

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A MANDATORY SETTLEMENT CONFERENCE OR TRIAL.  
(SEE LOCAL RULE 4)

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

Superior Court Alternative Dispute Resolution Coordinator  
400 McAllister Street, Room 103  
San Francisco, CA 94102  
(415) 551-3876

See Local Rules 3.6, 6.0 C and 10 D re stipulation to commissioners acting as temporary judges

# **Alternative Dispute Resolution (ADR) Information Package**

## **Alternatives to Trial**

**Here are some other ways to  
resolve a civil dispute.**

The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. (CRC 201.9(c))

**Superior Court of California  
County of San Francisco**

## **Introduction**

**Did you know that most civil lawsuits settle without a trial?**

**And did you know that there are a number of ways to resolve civil disputes without having to sue somebody?**

**These alternatives to a lawsuit are known as alternative dispute resolutions (ADR). The most common forms of ADR are mediation, arbitration and case evaluation. There are a number of other kinds of ADR as well.**

**In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediation, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.**

**ADR is not new. ADR is available in many communities through dispute resolution programs and private neutrals.**

## **Advantages of ADR**

**ADR can have a number of advantages over a lawsuit.**

- ***ADR can be speedier.*** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- ***ADR can save money.*** Court costs, attorneys fees, and expert fees can be saved.
- ***ADR can permit more participation.*** The parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- ***ADR can be flexible.*** The parties can choose the ADR process that is best for them. For example, in mediation the parties may decide how to resolve their dispute.
- ***ADR can be cooperative.*** This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.



- ***ADR can reduce stress.*** There are fewer, if any, court appearances. And because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years.
- ***ADR can be more satisfying.*** For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' position harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

## **Disadvantages of ADR**

ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.
- Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

## **ALTERNATIVE DISPUTE RESOLUTION PROGRAMS Of the San Francisco Superior Court**

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to a mandatory settlement conference or trial."  
(Superior Court Local Rule 4)

This guide is designed to assist attorneys, their clients and self-represented litigants in complying with San Francisco Superior Court's alternative dispute resolution ("ADR") policy. Attorneys are encouraged to share this guide with clients. By making informed choices about dispute resolution alternatives, attorneys, their clients and self-represented litigants may achieve a more satisfying resolution of civil disputes.

The San Francisco Superior Court currently offers three ADR programs for civil matters; each program is described below:

- 1) Judicial arbitration
- 2) Mediation
- 3) The Early Settlement Program (ESP) in conjunction with the San Francisco Bar Association.

### **JUDICIAL ARBITRATION**

#### ***Description***

In arbitration, a neutral "arbitrator" presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case. When the Court orders a case to arbitration it is called judicial arbitration. The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial. Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.

Although not currently a part of the Court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties

voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.

### ***Operation***

Pursuant to CCP 1141.11 and Local Rule 4, all civil actions in which the amount in controversy is \$50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. A case is ordered to arbitration after the Case Management Conference. An arbitrator is chosen from the Court's Arbitration Panel. Most cases ordered to arbitration are also ordered to a pre-arbitration settlement conference. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a court trial within 30 days after the arbitrator's award has been filed.

### ***Cost***

There is no cost to the parties for judicial arbitration or for the pre-arbitration settlement conference.

## **MEDIATION**

### ***Description***

Mediation is a voluntary, flexible, and confidential process in which a neutral third party "mediator" facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement that resolves all or part of the dispute after exploring the significant interests, needs, and priorities of the parties in light of relevant evidence and the law.

Although there are different styles and approaches to mediation, most mediations begin with presentations of each side's view of the case. The mediator's role is to assist the parties in communicating with each other, expressing their interests, understanding the interests of opposing parties, recognizing areas of agreement and generating options for resolution. Through questions, the mediator aids each party in assessing the strengths and weaknesses of their position.

A mediator does not propose a judgment or provide an evaluation of the merits and value of the case. Many attorneys and litigants find that mediation's emphasis on cooperative dispute resolution produces more satisfactory and enduring resolutions. Mediation's non-adversarial approach is particularly effective in disputes in which the parties have a continuing relationship, where there are multiple parties, where equitable relief is sought, or where strong personal feelings exist.

### ***Operation***

San Francisco Superior Court Local Court Rule 4 **provides three different voluntary mediation programs** for civil disputes. An appropriate program is available for all civil cases, regardless of the type of action or type of relief sought.

To help litigants and attorneys identify qualified mediators, the Superior Court maintains a list of mediation providers whose training and experience have been reviewed and approved by the Court. The list of court approved mediation providers can be found at [www.sfgov.org/courts](http://www.sfgov.org/courts). Litigants are not limited to mediators on the court list and may select any mediator agreed upon by all parties. A mediation provider need not be an attorney.

Local Rule 4.2 D allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate within 240 days from the date the complaint is filed. If settlement is not reached through mediation, a case proceeds to trial as scheduled.

### ***Private Mediation***

The Private Mediation program accommodates cases that wish to participate in private mediation to fulfill the court's alternative dispute resolution requirement. The parties select a mediator, panel of mediators or mediation program of their choice to conduct the mediation. The cost of mediation is borne by the parties equally unless the parties agree otherwise.

Parties in civil cases that have not been ordered to arbitration may consent to private mediation at any point before trial. Parties willing to submit a matter to private mediation should indicate this preference on the Stipulation to Alternative Dispute Resolution form or the Case Management Statement (CM-110). Both forms are attached to this packet.

### ***Mediation Services of the Bar Association of San Francisco***

The Mediation Services is a coordinated effort of the San Francisco Superior Court and The Bar Association of San Francisco (BASF) in which a court approved mediator provides three hours of mediation at no charge to the parties. It is designed to afford civil litigants the opportunity to engage in early mediation of a case shortly after filing the complaint, in an effort to resolve the matter before substantial funds are expended on the litigation process. Although the goal of the program is to provide the service at the outset of the litigation, the program may be utilized at anytime throughout the litigation process.

The mediators participating in the program have been pre-approved by the court pursuant to strict educational and experience requirements.

After the filing of the signed Stipulation to Alternative Dispute Resolution form included in this ADR package the parties will be contacted by BASF. Upon payment of the \$200 per party administration fee, parties select a specific mediator from the list of court approved mediation providers. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Waiver of the administrative fee based on financial hardship is available.

A copy of the Mediation Services rules can be found on the BASF website at [www.sfbar.org](http://www.sfbar.org), or you may call BASF at 415-782-8913

### ***Judicial Mediation***

The Judicial Mediation program is designed to provide early mediation of complex cases by volunteer judges of the San Francisco Superior Court. Cases considered for the program include construction defect, employment discrimination, professional malpractice, insurance coverage, toxic torts and industrial accidents.

Parties interested in judicial mediation should file the Stipulation to Alternative Dispute Resolution form attached to this packet indicating a joint request for inclusion in the program. A preference for a specific judge may be indicated. The court Alternative Dispute Resolution Coordinator will coordinate assignment of cases that qualify for the program.

### ***Cost***

Generally, the cost of Private Mediation ranges from \$200 per hour to \$400 per hour and is shared equally by the parties. Many mediators are willing to adjust their fees depending upon the income and resources of the parties. Any party who meets certain eligibility requirements may ask the court to appoint a mediator to serve at no cost to the parties.

The Mediation Services of the Bar Association of San Francisco provides three hours of mediation time at no cost with a \$200 per party administrative fee.

There is no charge for participation in the Judicial Mediation program.

## **EARLY SETTLEMENT PROGRAM**

### ***Description***

The Bar Association of San Francisco, in cooperation with the Court, offers an Early Settlement Program ("ESP") as part of the Court's settlement conference calendar. The goal of early settlement is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of the dispute. The two-member volunteer attorney panel reflects a balance between plaintiff and defense attorneys with at least 10 years of trial experience.

As in mediation, there is no set format for the settlement conference. A conference typically begins with a brief meeting with all parties and counsel, in which each is given an opportunity to make an initial statement. The panelists then assist the parties in understanding and candidly discussing the strengths and weaknesses of the case. The Early Settlement Conference is considered a "quasi-judicial" proceeding and, therefore, is not entitled to the statutory confidentiality protections afforded to mediation.

### ***Operation***

Civil cases enter the ESP either voluntarily or through assignment by the Court. Parties who wish to choose the early settlement process should indicate this preference on the status and setting conference statement.



If a matter is assigned to the ESP by the Court, parties may consult the ESP program materials accompanying the "Notice of the Early Settlement Conference" for information regarding removal from the program.

Participants are notified of their ESP conference date approximately 4 months prior to trial. The settlement conference is typically held 2 to 3 months prior to the trial date. The Bar Association's ESP Coordinator informs the participants of names of the panel members and location of the settlement conference approximately 2 weeks prior to the conference date.

Local Rule 4.3 sets out the requirements of the ESP. All parties to a case assigned to the ESP are required to submit a settlement conference statement prior to the conference. All parties, attorneys who will try the case, and insurance representatives with settlement authority are required to attend the settlement conference. If settlement is not reached through the conference, the case proceeds to trial as scheduled.

#### ***Cost***

All parties must submit a \$200 generally non-refundable administrative fee to the Bar Association of San Francisco. Parties who meet certain eligibility requirements may request a fee waiver. For more information, please contact the ESP Coordinator at (415) 982-1600.

\*\*\*\*\*

For further information about San Francisco Superior Court ADR programs or dispute resolution alternatives, please contact:

Superior Court Alternative Dispute Resolution Coordinator,  
400 McAllister Street, Room 103  
San Francisco, CA 94102  
(415) 551-3876

or visit the Superior Court Website at  
[http://sfgov.org/site/courts\\_page.asp?id=3672](http://sfgov.org/site/courts_page.asp?id=3672)



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

400 McAllister Street, San Francisco, CA 94102-4514

Case No. \_\_\_\_\_

v. Plaintiff

**STIPULATION TO ALTERNATIVE  
DISPUTE RESOLUTION**

Defendant

The parties hereby stipulate that this action shall be submitted to the following alternative dispute resolution process:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Private Mediation                  | <input type="checkbox"/> Mediation Services of BASF | <input type="checkbox"/> Judicial Mediation |
| <input type="checkbox"/> Binding arbitration                |   | Judge _____                                 |
| <input type="checkbox"/> Non-binding judicial arbitration   |   | Judge _____                                 |
| <input type="checkbox"/> BASF Early Settlement Program      |   |   |
| <input type="checkbox"/> Other ADR process (describe) _____ |   |   |

Plaintiff(s) and Defendant(s) further agree as follows:

\_\_\_\_\_  
Name of Party Stipulating      Name of Party or Attorney Executing Stipulation      Signature of Party or Attorney

☐ Plaintiff    ☐ Defendant    ☐ Cross-defendant

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Party Stipulating      Name of Party or Attorney Executing Stipulation      Signature of Party or Attorney

☐ Plaintiff    ☐ Defendant    ☐ Cross-defendant

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Party Stipulating      Name of Party or Attorney Executing Stipulation      Signature of Party or Attorney

☐ Plaintiff    ☐ Defendant    ☐ Cross-defendant

Dated: \_\_\_\_\_

☐ Additional signature(s) attached

**INSTRUCTIONS:** All applicable boxes must be checked, and the specified information must be provided.

- Page 1 of 4  
Cal. Rules of Court,  
rule 212

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. Jury or nonjury trial

The party or parties request ☐ a jury trial ☐ a nonjury trial *(if more than one party, provide the name of each party requesting a jury trial):*

6. Trial date

a. ☐ The trial has been set for (date):

b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain):*

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability):*

7. Estimated length of trial

The party or parties estimate that the trial will take *(check one):*

a. ☐ days *(specify number):*

b. ☐ hours *(short causes) (specify):*

8. Trial representation *(to be answered for each party)*

The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

e. Fax number:

f. E-mail address:

g. Party represented:

☐ Additional representation is described in Attachment 8.

9. Preference

☐ This case is entitled to preference *(specify code section):*

10. Alternative Dispute Resolution (ADR)

a. Counsel ☐ has ☐ has not provided the ADR information package identified in rule 201.9 to the client and has reviewed ADR options with the client.

b. ☐ All parties have agreed to a form of ADR. ADR will be completed by (date):

c. ☐ The case has gone to an ADR process *(indicate status):*

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

## 10. d. The party or parties are willing to participate in (check all that apply):

- (1) ☐ Mediation
- (2) ☐ Nonbinding judicial arbitration under Code of Civil Procedure section 1141.12 (discovery to close 15 days before arbitration under Cal. Rules of Court, rule 1612)
- (3) ☐ Nonbinding judicial arbitration under Code of Civil Procedure section 1141.12 (discovery to remain open until 30 days before trial; order required under Cal. Rules of Court, rule 1612)
- (4) ☐ Binding judicial arbitration
- (5) ☐ Binding private arbitration
- (6) ☐ Neutral case evaluation
- (7) ☐ Other (specify):

- e. ☐ This matter is subject to mandatory judicial arbitration because the amount in controversy does not exceed the statutory limit.
- f. ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
- g. ☐ This case is exempt from judicial arbitration under rule 1601(b) of the California Rules of Court (specify exemption):

## 11. Settlement conference

- ☐ The party or parties are willing to participate in an early settlement conference (specify when):

## 12. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (name):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (explain):

## 13. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case, and describe the status.

- ☐ Bankruptcy ☐ Other (specify):

Status:

## 14. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.

(1) Name of case:

(2) Name of court:

(3) Case number:

(4) Status:

- ☐ Additional cases are described in Attachment 14a.

- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (name party):

## 15. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (specify moving party, type of motion, and reasons):

## 16. Other motions

- ☐ The party or parties expect to file the following motions before trial (specify moving party, type of motion, and issues):

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

**17. Discovery**

- a. ☐ The party or parties have completed all discovery.
- b. ☐ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
--------------	--------------------	-------------

- c. ☐ The following discovery issues are anticipated (*specify*):

**18. Economic Litigation**

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90 through 98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

**19. Other issues**

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):

**20. Meet and confer**

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 212 of the California Rules of Court (*if not, explain*):
- b. After meeting and conferring as required by rule 212 of the California Rules of Court, the parties agree on the following (*specify*):

**21. Case management orders**

Previous case management orders in this case are (*check one*): ☐ none ☐ attached as Attachment 21.

**22. Total number of pages attached (*if any*):** \_\_\_\_\_

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and ADR, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached



## Superior Court of California County of San Francisco

### Judicial Mediation Program

Introducing a new court alternative dispute resolution program that provides judicial mediation of complex civil cases

The Judicial Mediation program offers mediation of complex civil litigation by a San Francisco Superior Court judge familiar with the area of the law that is the subject of the controversy. Cases that will be considered for participation in the program include, but are not limited to professional malpractice, construction, employment, insurance coverage disputes, mass torts and complex commercial litigation. Judicial mediation offers civil litigants the opportunity to engage in early mediation of a case shortly after filing the complaint in an effort to resolve the matter before substantial funds are expended. This program may also be utilized at anytime throughout the litigation process. The panel of judges currently participating in the program includes:

The Honorable David L. Ballati  
The Honorable Anne Bouliane  
The Honorable Ellen Chaitin  
The Honorable John J. Conway  
The Honorable Robert L. Dondero  
The Honorable Ernest H. Goldsmith  
The Honorable Curtis E. A. Karnow  
The Honorable Patrick J. Mahoney

The Honorable Tomar Mason  
The Honorable James J. McBride  
The Honorable Kevin M. McCarthy  
The Honorable John E. Munter  
The Honorable Ronald Evans Quidachay  
The Honorable A. James Robertson, II  
The Honorable Mary E. Wiss

Parties interested in judicial mediation should file the Stipulation to Alternative Dispute Resolution form attached to this packet indicating a joint request for inclusion in the program and deliver a courtesy copy to Dept. 212. A preference for a specific judge may be indicated. The court Alternative Dispute Resolution Coordinator will facilitate assignment of cases that qualify for the program.

Note: Space is limited. Submission of a stipulation to judicial mediation does not guarantee inclusion in the program. You will receive written notification from the court as to the outcome of your application.

Superior Court Alternative Dispute Resolution  
400 McAllister Street, Room 103, San Francisco, CA 94102  
(415) 551-3876

**EXHIBIT B**



KENNETH R. O'BRIEN, Bar No. 072128  
LITTLER MENDELSON  
A Professional Corporation  
2520 Venture Oaks Way, Suite 390  
Sacramento, CA 95833.4227  
Telephone: 916.561.5300  
Facsimile: 916.561.0828  
Email: [kobrien@littler.com](mailto:kobrien@littler.com)

DENISE M. VISCONTI, Bar No. 214168  
LITTLER MENDELSON  
A Professional Corporation  
501 W. Broadway, Suite 900  
San Diego, CA 92101.3577  
Telephone: 619.232.0441  
Facsimile: 619.232.4302  
Email: [dvisconti@littler.com](mailto:dvisconti@littler.com)

Attorneys for Defendant  
AMERICAN AIRLINES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
EIGHTH JUDICIAL DISTRICT

EDWARD E. ANDERSON,  
  
Plaintiff,  
  
v.

AMR The parent of AMERICAN  
AIRLINES INC, AMERICAN AIRLINES,  
and DOES 1 through 5 INCLUSIVE,  
  
Defendants.

Case No. CGC07-459441

**DEFENDANT AMERICAN AIRLINES,  
INC.'S ANSWER TO PLAINTIFF  
EDWARD E. ANDERSON'S COMPLAINT**

Complaint Filed: January 9, 2007

Defendant AMERICAN AIRLINES, INC. ("Defendant") hereby answers the Complaint of  
Plaintiff EDWARD E. ANDERSON ("Plaintiff") as follows:

///

///

///

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ENDORSED  
**FILED**  
San Francisco County Superior Court  
JUL 5 2007  
GORDON PARK-LI, Clerk  
By: MARIA SANCHEZ  
Deputy Clerk

**I.**  
**GENERAL DENIAL**

Pursuant to Section 431.30(b)(1) of the California Code of Civil Procedure, Defendant hereby generally denies each and every allegation contained therein, and the whole thereof, and further deny that Plaintiff has been, is or will be damaged in any sum or manner, or is or will be entitled to any recovery or remedy of any type whatsoever, by reason of Defendant's acts, conduct or omissions.

**II.**  
**AFFIRMATIVE DEFENSES**

Without waiving or excusing the burden of proof of Plaintiff or admitting that Defendant has any burden of proof, Defendant asserts the following affirmative defenses:

**FIRST SEPARATE AND AFFIRMATIVE DEFENSE**

1. AS A FIRST SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges the Complaint and each cause of action set forth therein fail to state sufficient facts to constitute a cause of action against Defendant.

**SECOND SEPARATE AND AFFIRMATIVE DEFENSE**

2. AS A SECOND SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges that a reasonable opportunity for investigation and discovery will reveal and, on that basis, alleges Plaintiff's claims are unreasonable and/or were filed in bad faith and/or are frivolous and, for that reason, justify an award of attorneys' fees and costs against Plaintiff and his attorneys. Defendant reserves the right to amend its answer upon further investigation and discovery of facts supporting this defense.

**THIRD SEPARATE AND AFFIRMATIVE DEFENSE**

3. AS A THIRD SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges that, in the event damages, injuries and/or losses were suffered by Plaintiff, which Defendant denies, such damages, injuries and/or losses resulted from the negligence of parties, persons and/or entities other than Defendant, and Defendant's liability, if any, is limited in direct proportion to the percentage of fault actually attributable to Defendant under applicable law(s).

**FOURTH SEPARATE AND AFFIRMATIVE DEFENSE**

4. AS A FOURTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, and to each cause of action contained therein, Defendant is informed and believes that a reasonable opportunity for investigation and discovery will reveal, and on that basis allege, Plaintiff has failed to exercise reasonable care to mitigate his damages, if any were suffered, and that his right to recover against Defendant should be reduced and/or eliminated by such a failure.

**FIFTH SEPARATE AND AFFIRMATIVE DEFENSE**

5. AS A FIFTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant is informed and believe that a reasonable opportunity for investigation and discovery will reveal, and on that basis alleges, the Complaint and each cause of action set forth therein is barred by the equitable doctrine of waiver. Defendant reserves the right to amend its answer upon further investigation and discovery of facts supporting this defense.

**SIXTH SEPARATE AND AFFIRMATIVE DEFENSE**

6. AS A SIXTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant is informed and believes that a reasonable opportunity for investigation and DISCOVERY will reveal, and on that basis allege, the Complaint and each cause of action set forth therein is barred by the equitable doctrine of consent. Defendant reserves the right to amend its answer upon further investigation and discovery of facts supporting this defense.

**SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE**

7. AS A SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant is informed and believes that a reasonable opportunity for investigation and discovery will reveal, and on that basis alleges, the Complaint and each cause of action set forth therein is barred by the equitable doctrine of estoppel. Defendant reserves the right to amend its answer upon further investigation and discovery of facts supporting this defense.

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**EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE**

8. AS AN EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant is informed and believes that a reasonable opportunity for investigation and discovery will reveal, and on that basis alleges, the Complaint and each cause of action set forth therein is barred by the equitable doctrine of laches. Defendant reserves the right to amend its answer upon further investigation and discovery of facts supporting this defense.

**NINTH SEPARATE AND AFFIRMATIVE DEFENSE**

9. AS A NINTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant is informed and believes that a reasonable opportunity for investigation and discovery will reveal, and on that basis alleges, the Complaint and each cause of action set forth therein is barred by the equitable doctrines of unclean hands. Defendant reserves the right to amend its answer upon further investigation and discovery of facts supporting this defense.

**TENTH SEPARATE AND AFFIRMATIVE DEFENSE**

10. AS A TENTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges the Complaint and each cause of action set forth therein is barred because Plaintiff failed to timely and completely exhaust his requisite administrative and/or contractual remedies available to him under the California Labor Code prior to commencing this action.

**ELEVENTH SEPARATE AND AFFIRMATIVE DEFENSE**

11. AS A ELEVENTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges that each purported cause of action set forth in the Complaint is barred in whole or in part by the applicable statute(s) of limitation, including without limitation, the two-year limitations period contained in California Code of Civil Procedure section 335.1; the one-year limitations period contained in California Government Code § 12965(b); and/or the six-month limitations period under section 301 of the Labor Management Relations Act ("LMRA") as set forth in DelCostello v. Teamsters, 462 U.S. 151 (1983).

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**TWELFTH SEPARATE AND AFFIRMATIVE DEFENSE**

12. AS A TWELFTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant is informed and believes that a reasonable opportunity for investigation and discovery will reveal and, on that basis, alleges that if Plaintiff suffered any damages, which Defendant denies, such damages were proximately or legally caused by the misconduct of Plaintiff, and, accordingly, without admitting that Plaintiff is entitled to any recovery, Defendant alleges that any recovery to which Plaintiff might be entitled must be reduced by reason of Plaintiff's contributory/comparative fault and/or assumption of the risk.

**THIRTEENTH SEPARATE AND AFFIRMATIVE DEFENSE**

13. AS A THIRTEENTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant is informed and believes that a reasonable opportunity for investigation and discovery will reveal and, on that basis, alleges Plaintiff's claims are barred by his own breach of the duties owed to Defendant under California Labor Code section 2854, 2856, 2857, 2858 and/or 2859.

**FOURTEENTH SEPARATE AND AFFIRMATIVE DEFENSE**

14. AS A FOURTEENTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges Plaintiff was an at-will employee pursuant to Labor Code section 2922.

**FIFTEENTH SEPARATE AND AFFIRMATIVE DEFENSE**

15. AS A FIFTEENTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges that, to the extent Plaintiff's claims constitute minor disputes under the Railway Labor Act, 25 U.S.C. 151 *et seq.*, such claims are preempted. Hawaiian Airlines v. Norris, 512 U.S. 246 (1994), 1994 U.S. LEXIS 4670 (1994).

**SIXTEENTH SEPARATE AND AFFIRMATIVE DEFENSE**

16. AS A SIXTEENTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges that, to the extent Plaintiff's claims involve conduct that is, or seek remedies that are, governed or regulated by federal law, such claims are preempted.

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**SEVENTEENTH SEPARATE AND AFFIRMATIVE DEFENSE**

17. AS A SEVENTEENTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges that, to the extent Plaintiff's claims under state law relate to rates, routes and/or services of an air carrier, they are preempted by Section 1305(a)(1) of the Airlines Deregulation Act of 1978. 49 U.S.C. §1305(a)(1).

**EIGHTEENTH SEPARATE AND AFFIRMATIVE DEFENSE**

18. AS A EIGHTEENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE Complaint, Defendant alleges Complaint and each cause of action set forth therein is uncertain.

**NINETEENTH SEPARATE AND AFFIRMATIVE DEFENSE**

19. AS A NINETEENTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges that the Complaint and each cause of action set forth therein is barred because Defendant acted in good faith at all times relevant to the Complaint.

**TWENTIETH SEPARATE AND AFFIRMATIVE DEFENSE**

20. AS A TWENTIETH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges that, to the extent during the course of this litigation Defendant acquires any evidence of wrongdoing of Plaintiff, which wrongdoing would have materially affected the terms and conditions of Plaintiff's employment or would have resulted in Plaintiff being either demoted, disciplined, or terminated, such after-acquired evidence shall bar Plaintiff's claim on liability or damages and shall reduce such claim as provided by law.

**TWENTY-FIRST SEPARATE AND AFFIRMATIVE DEFENSE**

21. AS A TWENTY-FIRST SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges this Court lacks jurisdiction over the claims alleged in Plaintiff's Complaint in that any claim for injuries to Plaintiff alleged in the Complaint is barred to the extent it is or was cognizable under the California Workers' Compensation Act [Cal. Lab. Code § 3600 et seq.] by reason of the exclusivity provisions of said statute in that there was an employer-employee

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1 relationship between Plaintiff and Defendant, the conduct of Defendant and/or its agents alleged in  
 2 the Complaint was within the course and scope of that employment relationship, and the purported  
 3 injuries and damages of Plaintiff, if any, arose out of that employment relationship and that alleged  
 4 conduct.

5 **TWENTY-SECOND SEPARATE AND AFFIRMATIVE DEFENSE**

6 22. AS A TWENTY-SECOND SEPARATE AND AFFIRMATIVE to the Complaint,  
 7 Defendant alleges that Plaintiff's damages for emotional distress are barred in that conduct by  
 8 Defendant neither contravened any established public policy nor exceeded the inherent risks of  
 9 employment.

10 **TWENTY-THIRD SEPARATE AND AFFIRMATIVE DEFENSE**

11 23. AS A TWENTY-THIRD SEPARATE AND AFFIRMATIVE DEFENSE to the  
 12 Complaint, Defendant alleges that all requests for emotional and or physical distress type damages  
 13 are barred to the extent that such were or are cognizable under the worker's compensation statutes of  
 14 the state of California.

15 **TWENTY-FOURTH SEPARATE AND AFFIRMATIVE DEFENSE**

16 24. AS A TWENTY-FOURTH SEPARATE AND AFFIRMATIVE DEFENSE to the  
 17 Complaint, Defendant alleges that any purportedly unlawful or other wrongful acts of any person(s)  
 18 employed by Defendant were outside the scope of his/her authority and that such acts, if any, were  
 19 not authorized, ratified or condoned by Defendant nor did Defendant know or have reason to be  
 20 aware of such alleged conduct.

21 **TWENTY-FIFTH SEPARATE AND AFFIRMATIVE DEFENSE**

22 25. AS A TWENTY-FIFTH SEPARATE AND AFFIRMATIVE DEFENSE to the  
 23 Complaint, Defendant alleges that it acted in good faith, based on the facts and circumstances known  
 24 to it at all times during Plaintiff's employment.

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**TWENTY-SIXTH SEPARATE AND AFFIRMATIVE DEFENSE**

26. AS A TWENTY-SIXTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges that any conduct of its managers and supervisors was protected by the managerial privilege and that all actions taken with respect to Plaintiff's employment were undertaken and exercised with proper managerial discretion and/or justified by legitimate and substantial business reasons.

**TWENTY-SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE**

27. AS A TWENTY-SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges the Complaint and each and every cause of action alleged therein is barred in that there were legitimate, non-discriminatory reasons for each and every employment practice or action taken by Defendant that is alleged to have adversely affected Plaintiff.

**TWENTY-EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE**

28. AS A TWENTY-EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges that an award of punitive damages would violate Defendant's right to due process under the United States and California Constitutions.

**TWENTY-NINTH SEPARATE AND AFFIRMATIVE DEFENSE**

29. AS A TWENTY-NINTH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges Plaintiff's Complaint, to the extent it seeks punitive or exemplary damages pursuant to Section 3294 of the California Civil Code, violates Defendant's rights to procedural due process under the Fourteenth Amendment to the United States Constitution and the Constitution of the State of California and, therefore, fails to state a cause of action upon which either punitive or exemplary damages can be awarded.

**THIRTIETH SEPARATE AND AFFIRMATIVE DEFENSE**

30. AS A THIRTIETH SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges Plaintiff has failed to allege punitive damages with requisite specificity.

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**THIRTY-FIRST SEPARATE AND AFFIRMATIVE DEFENSE**

31. AS A THIRTY-FIRST SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint, Defendant alleges the Complaint does not describe the claims or facts being alleged with sufficient particularity to permit Defendant to ascertain what other defenses may exist. Defendant will rely on any and all further defenses that become available or appear during discovery in this action and specifically reserve the right to amend this Answer for purposes of asserting such additional affirmative defenses.

WHEREFORE, Defendant American Airlines, Inc. prays that:

1. Plaintiff's Complaint be dismissed in its entirety with prejudice;
2. Plaintiff take nothing by this action;
3. Defendant be awarded its costs of suit and attorneys' fees incurred herein; and
4. Defendant be awarded such further relief as the Court deems just and proper.

Dated: July 3, 2007



KENNETH R. O'BRIEN  
DENISE M. VISCONTI  
LITTLER MENDELSON  
A Professional Corporation  
Attorneys for Defendant  
AMERICAN AIRLINES, INC.

**PROOF OF SERVICE BY MAIL**

I am employed in San Diego County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 501 W. Broadway, Suite 900, San Diego, California 92101.3577. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. On July 3, 2007, I placed with this firm at the above address for deposit with the United States Postal Service a true and correct copy of the within document(s):

DEFENDANT AMERICAN AIRLINES, INC.'S ANSWER TO  
PLAINTIFF EDWARD E. ANDERSON'S COMPLAINT

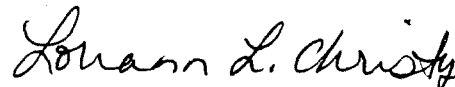
in a sealed envelope, postage fully paid, addressed as follows:

Edward E. Anderson  
801 Galway Drive #9  
San Leandro, CA 94580  
Phone: (510) 825-2549

Following ordinary business practices, the envelope was sealed and placed for collection and mailing on this date, and would, in the ordinary course of business, be deposited with the United States Postal Service on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 3, 2007, at San Diego, California.



Loriann L. Christy

**EXHIBIT C**

**Superior Court of California, County of San Francisco**

Case Number: CGC-07-459441

Title: EDWARD E ANDERSON VS. AMR THE PARENT OF AMERICAN AIRLINES INC et al

Cause of Action: OTHER NON EXEMPT COMPLAINTS

Generated: Jun-14-2007 11:27 am PST

[Register of Actions](#) [Parties](#) [Attorneys](#) [Calendar](#) [Payments](#) [Documents](#)**Register of Actions**

Date Range: First Date Jan-09-2007 Last Date Jun-14-2007 (Dates must be entered as MMM-DD-YYYY)

Descending Date Sequence

ALL FILING TYPES

Date	Proceedings	Document	Fee
JUN-01-2007	ORDER TO SHOW CAUSE SET FOR JUL-23-2007 IN DEPARTMENT 212 AT 1:30 PM FOR FAILURE TO FILE PROOF OF SERVICE ON DEFENDANT(S) AND OBTAIN ANSWER(S), OR ENTER DEFAULT(S). THE JUN-08-2007 CASE MANAGEMENT CONFERENCE IS OFF CALENDAR. NOTICE SENT BY COURT.	<a href="#">View</a>	
MAY-01-2007	AFTER HEARING, ORDER TO SHOW CAUSE IS ORDERED OFF CALENDAR. (212) PROCEEDINGS REPORTED BY: LAURA MARTINEZ, CSR#11332. (212)		
MAY-01-2007	MINI-MINUTES FOR MAY-01-2007 9:00 AM		
MAR-28-2007	ADDED TO PROOF OF SERVICE ORDER TO SHOW CAUSE CALENDAR HEARING SET FOR MAY-01-2007 AT 09:00 AM IN DEPT 212	<a href="#">View</a>	
JAN-09-2007	NOTICE TO PLAINTIFF	<a href="#">View</a>	
JAN-09-2007	OTHER NON EXEMPT COMPLAINTS, COMPLAINT FILED BY PLAINTIFF ANDERSON, EDWARD E AS TO DEFENDANT AMR THE PARENT OF AMERICAN AIRLINES INC AMERICAN AIRLINES DOES 1 THROUGH 5 INCLUSIVE SUMMONS ISSUED, JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED CASE MANAGEMENT CONFERENCE SCHEDULED FOR JUN-08-2007 PROOF OF SERVICE DUE ON MAR-12-2007 CASE MANAGEMENT STATEMENT DUE ON MAY-24-2007	<a href="#">View</a>	335.00